

JOINT AGREEMENT



BETWEEN THE

NEW ENGLAND
MECHANICAL CONTRACTORS
ASSOCIATION

&

PLUMBERS AND PIPEFITTERS
LOCAL UNION #51

ARTICLE II

GEOGRAPHICAL JURISDICTION

Section 2.1 The jurisdictional area covered by this Agreement is the same territorial jurisdiction allocated to the local union by the United Association and shall include the entire State of Rhode Island, including New Shoreham, and the following cities and towns in Massachusetts:

Abington	Dighton	Mansfield	Raynham
Acushnet	Duxbury	Marion	Rehoboth
Assonet	E. Bridgewater	Marshfield	Rochester
Attleboro	Eastham	Martha's Vineyard	Rockland
N. Attleboro	Easton	Mashpee	Sandwich
Avon	Fairhaven	Mattapoisett	Seekonk
Barnstable	Fall River	Middleboro	Somerset
Berkley	Falmouth	Nantucket	Stoughton
Bourne	Freetown	New Bedford	Swansea
Brewster	Halifax	Norton	Taunton
Bridgewater	Hanson	Norwell	Touisset
Brockton	Hanover	Orleans	Truro
Carver	Harwich	Pembroke	Wareham
Chatham	Holbrook	Plymouth	Wellfleet
Dartmouth	The Islands	Plympton	W. Bridgewater
Dennis	Kingston	Provincetown	Westport
Whitman	Lakeville	Randolph	Yarmouth

Also included, Otis Air Force Base & Camp Edwards, and all Towns in Barnstable, Dukes and Nantucket Counties in said Massachusetts.

ARTICLE III

TRADE OR WORK JURISDICTION

Section 3.1 This Agreement covers the rates of pay, hours and working conditions of all employees engaged in the installation of all plumbing and/or pipefitting systems and component parts thereof, including fabrication, assembling, erection, installation, testing, balancing, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, tying on and hoisting of all piping materials, by any method, including all hangers and supports of every description and all other work included in the trade jurisdiction of the United Association, or work traditionally performed by Local 51 members. Also to include;

All piping, setting and hanging of all units and fixtures for air conditioning, cooling, roof cooling, refrigeration, ice making, humidifying and dehydrating, by any method, and the charging, testing, and servicing of all work after completion.

The laying out and cutting of all holes, chases, and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes, used in connection with the pipefitting & refrigeration industry.

All acetylene and arc welding, brazing, lead burning soldered and wiped points, caulked joints, rolled joints or any other mode or method of making joints in connection with the pipefitting, plumbing & refrigeration industry.

Laying out, cutting, bending, and fabricating, of all pipe work of every description, by whatever mode or method.

All methods of stress relieving of all pipe joints made by every mode or method.

The assembling and erecting of tanks used for mechanical, manufacturing, or industrial purpose, to be assembled with bolts, packed, or welded joints.

The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the Plumbing, Pipefitting, Refrigeration and Air Conditioning industry.

All piping for cataracts, cascades, i.e. (artificial water falls), makeup water fountain, captured waters, water towers, cooling water, and spray ponds, used for industrial, manufacturing, commercial, or for any purposes.

Piping herein specified means pipe made from metals, tile, glass, rubber, plastic, wood or any other kind of material, or product manufactured into pipe, usable in the plumbing and pipe fitting industry, regardless of size or shapes.

Driving of personal or company, vehicles, and or, service trucks and cars.

Section 3.2 Where this Agreement includes another work classification or other classifications, the following provisions can be incorporated as Section 3.2.

Section 3.3 Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device, shall be operated by any employees covered by this Agreement.

Section 3.4 The operation of pumps, air compressor and welding machines when used in conjunction with work covered by this Agreement shall be done by any employees covered by this Agreement. The testing and balancing of all plumbing, pipefitting and refrigeration systems or component parts thereof shall be done by any employees covered by this Agreement.

ARTICLE IV

TEMPORARY HEAT

Section 4.1 Pipefitters shall have jurisdiction over the operation and/or maintenance of all temporary heat work whenever temporary heat utilizes a newly installed steam boiler and / or steam system not under automated control on a building or structure or addition thereto regardless of the source of the heat supply.

Pipefitters working on temporary heat shall work in shifts of eight (8) consecutive hours.

All Pipefitters shall be paid on a straight time basis for the first 40 hours of work in any given workweek. Any hours in excess of 40 hours shall be paid for at 1 1/2 times the straight time rate.

If Employees are required to work on broken shifts, they shall be paid the regular Journeymen Pipefitters' rate. Broken shifts shall mean any shift of less than 8 hours duration.

Temporary heat attendants shall not leave the job unmanned under any circumstances unless orders from proper authority.

The rate of pay for Pipefitters engaged in operating and maintaining heating systems being used in temporary heat shall be at the rate of 60% of Journeymen Pipefitters' rate based on a 40 hour shift.

The responsibility of providing temporary heat is vested in the Employer and under no consideration is he to delegate it to anybody else.

Any use of the heating system prior to its completion shall be considered temporary operations until its formal acceptance by the "Owner".

In addition to the above wage rates, the same contributions as covered under Health & Welfare shall be paid for all employees working as temporary heat attendants. All other fringes shall not be paid.

ARTICLE VI

Section 6.6 The Employer shall make every effort to maintain a 3 to 1, Journeyman to Apprentice, ratio for Pipefitters and a 1 to 1, Journeyman to Apprentice, ratio for Plumbers. Apprentices and the administration of the local apprenticeship system shall be governed by the terms and procedures established by the Joint Apprenticeship Committee.

ARTICLE XIII
ECONOMIC PACKAGE AND OTHER
CONTRIBUTIONS
Section 13.1

JOURNEYMEN
Section 13.1

Wages per hour.....	\$35.21
Pension program contribution per hour:	
Local Pension.....	\$12.70
National Pension.....	\$1.50
Annuity.....	\$1.15
Health & Welfare per hour.....	\$10.80
(7% for retiree benefits)	
Training Fund per hour.....	\$.87
UA National Training Fund per hour.....	\$.10
Labor Management Cooperative Trust per hour.....	\$.11
Industry Improvement Fund per hour.....	\$.26
Total Package per hour.....	\$62.70

Effective March 1, 2014 there will be an increase of \$.50 to be allocated.
Effective September 1, 2014 there will be an increase of \$.50 to be allocated.
Effective March 1, 2015 there will be an increase of \$.75 to be allocated.
Effective September 1, 2015 there will be an increase of \$.75 to be allocated
Effective March 1, 2016 there will be an increase of \$.75 to be allocated

Section 13.2(a) Apprentices shall be paid a progressively increasing scheduled wage, based on a percentage of the wage paid Journeymen as follows:

HOURS WORKED	PERCENTAGE OF JOURNEYMEN'S RATE	
	CONSTRUCTION	SERVICE
0 - 1999 hours	40%	40%
2000 hours	50%	50%
4000 hours	60%	60%
6000 hours	70%	70%
8000 hours	80%	75%

As of November 1, 2010, new apprentices shall have the following Pension Contribution:

1st and 2nd Year Apprentices shall receive the same fringe package with the exception he/she will not receive the Annuity or the Local Pension until the third (3rd) year.

3rd Year Apprentice shall receive the same fringe package and 50% of the Local Pension, he/she shall not receive the Annuity.

4th Year Apprentice shall receive the same fringe package and 80% of the Local Pension, he/she shall not receive the Annuity.

(Apprentices indentured prior to November 1, 2010 shall remain at 100% Pension Contributions)

5th Year Apprentices shall receive the same fringe package and 100% of the Local Pension, he/she shall not receive the Annuity.

ARTICLE XIX
DURATION, TERMINATION AND
RENEWAL OF AGREEMENT

Section 19.1 This Agreement, which is in force and effective until August 31, 2016 shall automatically renew itself for an additional period of one (1) year from the termination date hereof unless either party serves written notice upon the other sixty (60) days prior to its expiration date requesting that it be amended or terminated.

FOR
PLUMBERS AND PIPEFITTERS
LOCAL UNION NO. 51, UNITED ASSOCIATION


Signature: (Authorized Union Officer)

11/20/2013

Date:

FOR
THE ASSOCIATION

New England MCA
Name of Association:


Signature: (Authorized Officer of Association)

Stephen P. Attanasio
Print Signature Name

11/20/2013

Date

If Employer Association, attach a list of names and addresses of the Employers represented by Association

FOR
THE EMPLOYER

Signature: (Authorized Officer of Employer)

Print Signature Name

Date

Additional Employer Information

Full address

Phone _____

Fax Number _____

E-mail address

Federal ID#

Alt. Phone _____